

EXECUTIVE ORDER NO. 07-09

WHEREAS, under chapter 89C of the Hawai'i Revised Statutes (HRS), the Governor has been granted the authority to make adjustments to the wages, hours, benefits, and other terms and conditions of employment for elected and appointed officials, and public officers and employees in the executive branch who are excluded from collective bargaining coverage; and

WHEREAS, for excluded employees who are non-managerial civil service employees under the same classification systems as employees within collective bargaining units, chapter 89C requires that the adjustments be "not less than" those provided under the collective bargaining agreements for employees hired on a comparable basis; and

WHEREAS, chapter 89C also requires that the adjustments for excluded civil service employees result in compensation and benefit packages that are "at least equal to" the compensation and benefit packages provided under collective bargaining agreements for counterparts and subordinates within the Employer's jurisdiction; and

WHEREAS, the State, Judiciary, Hawai'i Health Systems Corporation, City and County of Honolulu, and Counties of Hawai'i, Maui and Kauai have entered into tentative agreements with the Hawai'i Government Employees Association (HGEA), as the exclusive representatives for Bargaining Units (BUs) 02, 03, 04, 09, and 13, for the July 1, 2007 through June 30, 2009 collective bargaining agreements; and

WHEREAS, the State, Judiciary, Hawai'i Health Systems Corporation, City and County of Honolulu, and Counties of Hawai'i, Maui and Kauai have entered into tentative agreements with the United Public Workers (UPW), as the exclusive

representatives for Bargaining Units 1 and 10, for the July 1, 2007 through June 30, 2009 collective bargaining agreements; and

WHEREAS, the State, City and County of Honolulu, and Counties of Hawai'i, Maui and Kauai have entered into tentative agreements with the Hawai'i Fire Fighters Association (HFFA), as the exclusive representatives for Bargaining Unit 11, for the July 1, 2007 through June 30, 2011 collective bargaining agreement; and

WHEREAS, an interest arbitration decision has been issued for BU 09 for the July 1, 2007 through June 30, 2009 collective bargaining agreement; and

WHEREAS, an interest arbitration decision has been issued for BU 11 for the July 1, 2007 through June 30, 2011 collective bargaining agreement; and

WHEREAS, the State, Judiciary, Hawai'i Health Systems Corporation, City and County of Honolulu, and Counties of Hawai'i, Maui and Kauai have entered into memoranda of agreement with UPW regarding sick leave, vacation leave, family leave, and compensation adjustments; and

WHEREAS, based on these tentative agreements and memoranda of agreement, the Director of Human Resources Development has recommended to the Governor the adjustments specified in this Executive Order for elected and appointed officials and officers and employees within the executive branch who are excluded from BUs 01, 02, 03, 04, 09, 10, 11, and 13; and

WHEREAS, these adjustments should also apply to excluded employees hired on a "temporary appointment outside the list" (TAOL) basis in a civil service position because these employees are hired on a basis comparable to included TAOL employees receiving adjustments under their collective bargaining agreements;

WHEREAS, these adjustments do not apply to 89-day hire employees who are all excluded from collective bargaining, because the adjustments are not appropriate for such short-term employees;

NOW, THEREFORE, I, Linda Lingle, Governor of Hawai'i, pursuant to the provisions of HRS chapter 89C, do hereby grant to elected and appointed officials and officers and employees who are excluded from BUs 01, 02, 03, 04, 09, 10, 11, and 13 the following adjustments as of the effective dates applicable to the BUs 01, 02, 03, 04, 09, 10, 11, and 13 employees.

HOURS OF WORK, OVERTIME, AND PREMIUM PAY

Overtime

Note: The following provision is to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including Excluded Managerial Compensation Plan (EMCP) employees who are entitled to earn overtime and who are excluded from BUs 02, 03, 04, and 13.]

An employee who is entitled to take compensatory time off in lieu of cash payment may do so provided that the number of hours of compensatory time credits that an employee may accumulate shall not exceed two hundred forty (240) hours. For an employee whose balance exceeds two hundred forty (240) hours as of July 1, 2007, the employer and the employee shall mutually agree on a methodology to reduce the balance to two hundred forty (240) hours, including a timetable for such reduction.

Compensatory Time Off

Note: The following provision is to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP employees who are entitled to earn overtime and excluded from BU 11.]

Due to FLSA concerns, the reference that compensatory time off be granted and accumulated as prescribed by the vacation provisions is deleted.

Overtime Meals

Note: The following provisions are to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP employees who are entitled to earn overtime and excluded from BUs 01, 02, 03, 04, 09, 10, and 13.]

Employees who are entitled to meals when working overtime shall either be furnished with meals or compensated for meals at the rate of six dollars (\$6.00) for breakfast, eight dollars (\$8.00) for lunch and ten dollars (\$10.00) for dinner.

Employees who are entitled to travel allowance for traveling inter-state or intra-state on official business shall be furnished or compensated at the rate of ten dollars (\$10.00) for a dinner meal after performing seven (7) hours of overtime work.

[The following adjustment is applicable to employees including EMCP employees who are entitled to earn overtime and excluded from BU 11.]

1. Effective July 1, 2008, when employees are entitled to meals, the employer shall furnish the meals; or at the option of the affected employees, authorize the purchase of meals at specified establishments or reimburse the employee for the reasonable cost of meal items but not to exceed eight dollars (\$8.00) for any meal.
2. Effective July 1, 2009, when employees are entitled to meals, the employer shall furnish the meals, or at the option of the affected employees, authorize the purchase of meals at specified establishments or reimburse the employee for the reasonable cost of meal items but not to exceed eight dollars and fifty cents (\$8.50) for any meal.
3. When 40-hour employees render service in response to an incident (verified by an incident number), they shall be furnished a meal or compensated for a meal after first two (2) hours of actual overtime work performed and after the end of each five (5) hours of continuous overtime work thereafter. Employees cannot claim compensation in lieu of a furnished meal.

Night Differential

Note: The following provision is to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BUs 02, 03, 04, 11, and 13.]

For the purpose of granting night differential, employees shall be paid sixty cents (\$.60) per hour and thirty cents (\$.30) for one-half (1/2) hour or less of work.

[The following adjustment is applicable to employees who are excluded from BU 01.]

For the purpose of granting night differential, employees shall be paid seventy cents (\$.70) per hour and thirty-five cents (\$.35) for less than one-half (1/2) hour of work.

Standby Work

Note: The following provisions are to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees who are excluded from BU 01.]

Standby pay is increased to two dollars (\$2.00) for each hour or fraction of thirty (30) minutes or more of standby work and one dollar (\$1.00) for less than thirty (30) minutes of standby work.

Employer may provide pagers and/or cellular phones to an Employee properly assigned stand-by duty. Such Employee must respond to a call for service within the same period of time as if the Employee were at home or other designated place, and the Employee must remain in a geographic location where the Employee can receive a page or cellular call.

[The following adjustments are applicable to employees including EMCP employees who are excluded from BU 09.]

1. An employee is deemed to be on standby duty when the employee is assigned in writing by the appointing authority for the purpose of responding to calls for immediate service after the employee's normal hours of work, on the employee's scheduled day off or on holidays. The assignment of standby duty should be based upon reasonable criteria which includes the likelihood of an occurrence of an after hours emergency, the nature of the potential emergency, and the consequences of a delayed response to the emergency until normal working hours.
2. An employee who is assigned standby duty must remain available to be contacted by the employing unit in the event of an emergency, and must be able to respond within a timeframe established by the appointing authority.
3. For each twenty-four hour period or portion thereof of assigned standby duty the employee shall be paid an additional amount equal to thirty percent (30%) of the employee's daily rate of pay.
4. The employer recognizes that it is in the best interest of employee and patient care that the scheduling of standby on a calendar day when an employee is not scheduled to work be minimized except in cases where the employer's mission cannot be administered otherwise.

5. The employer may provide pagers and/or cellular telephones for the employee's convenience in responding to work. The carrying and/or activation of a pager or cellular telephone (personal or employer issued) during non-work hours does not constitute standby duty. There must be a written directive for an immediate response or an immediate requirement to perform work.
6. Whenever it is necessary for an employee on standby duty to render immediate service in response to a call to work, the employee shall be entitled to further compensation as provided in Call Back Pay.

Substitution

Note: The following provisions are to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BU 11.]

1. In conformance with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 207(p)(3) and 29 CFR § 553.3, employees may request to substitute for one another during scheduled work hours. Substitution or "trading time" may only take place between employees performing work in the same capacity.
2. The request shall demonstrate that there is an agreement to substitute or "trade time" between the employees involved, that the agreement was made freely, without coercion and solely at the option of the employees involved. The agreement shall also set forth where and when the work will be done. The request shall be approved by the department head or his designee prior to the work being done. The department may permit such substitutions if it does not interfere with normal departmental operations.
3. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the FLSA, State law and/or any other applicable law. Where substitution or "trading time" takes place, the substituted employee will still be credited as if he or she worked his or her normal work schedule. The substituting employee will not be paid for the time he or she works the substituted employee's normal work schedule. However, if after the substituted employee's normal work schedule ends the substituting employee continues to work additional hours, it is the substituting employee who shall be credited with such additional hours of work.
4. As provided under the FLSA, the employer is not required to keep a record of the hours of the substitute work, however, the employer in consultation with the union may elect to adopt procedures to keep a record of the hours of the substitute work.

5. Under the FLSA, the employer is not responsible in any way for ensuring that an employee "returns the substitution" to the other employee. At no time will the employer be responsible for reimbursing or paying any money to an employee who did not receive a "returned substitution." Relieved or substituted employees shall not engage in any work-related duties during the period of time they are relieved from work.

LEAVES OF ABSENCE

Sick Leave

Note: The following provision is to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BUs 02, 03, 04, and 13 and Elected and Appointed Officials.]

Accrual of sick leave is by hours, not days.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BUs 02, 03, 04, 09, and 13.]

No sick leave shall accrue during any period of leave with pay pending investigation if the employee is subsequently discharged/dismissed; resigns or retires prior to the discharge/dismissal; or resigns or retires during the investigation. Notification of absence on account of sickness shall be given at least thirty (30) minutes prior to the start of the employee's scheduled workday or if impracticable as soon thereafter as circumstances permit. However, in operations where employees on a shift normally relieve employees on the previous shift, notification of absence shall be given at least two (2) hours prior to the start of the employee's scheduled shift, except in extenuating circumstances whereby an employee is unable to provide such notice.

Absences due to sickness lasting less than one (1) hour shall not be charged to sick leave when such sickness occurs during the final hour of work and the employee is released from work.

[The following adjustment is applicable to civil service, exempt, and EMCP employees who are excluded from BU 11.]

Existing executive order provisions are rescinded and replaced by sick leave provisions in the applicable BU Agreement.

Act 253 Compliance

[The following adjustment is applicable to employees who are excluded from BUs 1 and 10.]

The provisions of the MOA dated May 26, 2006 that was negotiated with the UPW for BUs 01 and 10 is also extended to excluded employees. This MOA restored the following rights and benefits that were provided pursuant to Hawai'i Administrative Rules and the Hawai'i Revised Statutes before they were repealed via Act 253, Session Laws of Hawai'i 2000:

1. Paragraph relating to family leave is deleted and moved to a new section on Family Leave.
2. After the end of each year, an employee shall be given an annual statement of the accumulated sick leave remaining as of December 31.
3. Sick leave is not forfeited if employee is rehired within seven (7) calendar days.

Vacation Leave

Note: The following provision is to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BUs 02, 03, 04, and 13 and Elected and Appointed Officials.]

Accrual of vacation leave is by hours, not days.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BUs 02, 03, 04, 09, and 13.]

No vacation leave shall accrue during any period of leave with pay pending investigation if the employee is subsequently discharged/dismissed; resigns or retires prior to the discharge/dismissal; or resigns or retires during the investigation.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BU 11.]

Existing executive order provisions are rescinded and replaced by sick leave provisions in the applicable BU Agreement.

Act 253 Compliance

[The following adjustment is applicable to employees who are excluded from BUs 1 and 10.]

The provisions of the MOA dated May 26, 2006 that was negotiated with the UPW for BUs 01 and 10 is also extended to excluded employees. This MOA restored the following rights and benefits that were provided pursuant to Hawai'i Administrative Rules and the Hawai'i Revised Statutes before they were repealed via Act 253, Session Laws of Hawai'i 2000:

1. After the end of the year, an employee shall be given an annual statement of the accumulated vacation leave, remaining as of December 31.
2. In the event an employee is rehired within seven (7) calendar days by the employer and continues to earn vacation leave, payment for accumulated vacation leave shall not be made.

Leaves of Absence Without Pay

Note: The following provision is to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BUs 02, 03, 04, 09, and 13.]

An employee who is on leave without pay for physical or mental health reasons may be required by the employer to submit a licensed physician's certificate from the first day of absence without pay.

Family Leave

[The following adjustment is applicable to employees who are excluded from BUs 1 and 10.]

The provisions of the MOA dated May 26, 2006 that was negotiated with the UPW for BUs 01 and 10 is also extended to excluded employees. This MOA restored the following rights and benefits that were provided pursuant to Hawai'i Administrative Rules and the Hawai'i Revised Statutes before they were repealed via Act 253, Session Laws of Hawai'i 2000:

The new provisions direct employees to HRS 398 for issues regarding their state family leave entitlement and to the Family and Medical Leave Act of 1993 for issues regarding their federal family leave entitlement. Appeals with regard to state and federal family leave shall be filed with the appropriate state and/or federal agencies responsible for administering/enforcing these leave provisions.

REIMBURSEMENTS, ALLOWANCES, AND LIABILITY PAYMENTS

Safety and Health

Note: The following provisions are to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BU 04.]

Employees who are entitled to protective shoes shall be provided with a second pair of such shoes when all of the following conditions are met:

1. Such shoes become wet frequently and on a regular basis such as a result of the Employee's duties.
2. Wetness results from water or muddy conditions.
3. Wetness which saturates the shoes will occur in spite of reasonable precautions and preventive measures.
4. Rubber boots when provided are not reasonable to wear (1) due to the nature of the work or (2) for more than four hours per work day.

When employees are required to work outdoors, where adequate protection against inclement weather is not readily available, the employer shall provide raincoats for protection against such inclement weather.

Safety Equipment

Note: The following provisions are to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BU 11.]

Personal safety equipment that employer is required to furnish now includes two (2) pairs of station boots. This requirement is to be met no later than 1/1/2009.

Working Conditions

Note: The following provisions are to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BU 04.]

As part of working conditions, the employer is required to provide sanitary toilet facilities.

Travel and Lodging

Note: The following provisions are to be used in conjunction with other existing provisions covering this subject matter.

Intra-state overnight travel

[The following adjustment is applicable to employees including EMCP employees who are excluded from BUs 02, 03, 04, 09, and 13, and Elected and Appointed Officials.]

Per diem is increased to ninety dollars (\$90.00) per twenty-four (24) hour day.

In computing the amount of per diem, the official travel time shall begin one (1) hour before the scheduled flight departure time and shall end upon the return to the Employee's home airport.

Out-of-state travel

[The following adjustment is applicable to employees including EMCP employees who are excluded from BUs 02, 03, 04, 09, and 13, and Elected and Appointed Officials.]

Per diem is increased to one hundred forty-five dollars (\$145.00) per twenty-four (24) hour day.

Excess lodging

[The following adjustment is applicable to employees including EMCP employees who are excluded from BU 09.]

For intra-state travel, lodging allowance is increased to fifty dollars (\$50.00) per 24-hour day. For out-of-state travel, the allowance is increased to eighty-five dollars (\$85.00) per 24-hour day.

On or off island

[The following adjustment is applicable to employees who are excluded from BU 01.]

In situations where Employees are required and authorized to work in locations that make it impracticable and undesirable to return home at the end of the day, and such Employees choose cash payment instead of being provided adequate stores of food, rate is increased to \$24.00 per day.

Mileage

Note: The following provision is to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BUs 01, 02, 03, 04, 09, 10, 11, and 13, and Elected and Appointed Officials.]

Employees who are entitled to mileage reimbursement shall be reimbursed at the standard mileage rate prescribed by the Internal Revenue Service for each mile traveled for business purposes.

Uniforms

Note: The following provision is to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees who are excluded from BU 01.]

Employer-issued identification tags/badges that are damaged or lost during the performance of official work duties shall be replaced once during the contract period at no cost to the employee.

[The following adjustment is applicable to employees who are excluded from BU 10.]

Uniform allowance is increased as follows:

1. Button shirt and pants and/or coveralls - \$22.00 per month
2. Button shirt only - \$11.00 per month
3. T-shirt - \$6.60 per month

[The following adjustment is applicable to employees including EMCP employees who are excluded from BU 11.]

Effective 7/1/2008, uniform allowance is increased to \$35.00 per month.

Licenses

Note: The following provision is to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP employees who are excluded from BU 02.]

When an employee is required by law and/or the employer to obtain licenses, registrations, or certifications in order to work in the employee's existing position, the employee shall be reimbursed for the cost of maintaining such licenses, registrations, or certifications by the employer upon proof of such payment.

MISCELLANEOUS RIGHTS AND BENEFITS

Personnel File

Note: The following provision is to be used in conjunction with other existing provisions covering this subject matter.

[The following adjustment is applicable to employees including EMCP who are excluded from BUs 02, 03, 04, 09, and 13.]

Upon request by employee, derogatory material shall be destroyed after two years.

Alcohol and Controlled Substance Test

[The following adjustment is applicable to employees who are excluded from BU 01.]

To help keep the workplace free from the hazards resulting from the use of alcohol and controlled substances, employees shall be subject to the same random and reasonable suspicion alcohol and controlled substance tests and under the same terms and conditions as employees who are in BU 01.

COMPENSATION

For the EMCP and excluded employees pay increases for the period July 1, 2007 through June 30, 2009, see Executive Order 07-08.

Salary Adjustments

[The following adjustments are applicable to employees who are excluded from BU 09.]

A. Subject to the approval of the respective legislative bodies and effective July 1, 2007:

1. The salary schedule in effect on June 30, 2007 shall be amended to reflect a five percent (5%) across-the-board increase.
2. Following A.1. above, employees shall be placed on the corresponding salary range and step of the July 1, 2007 salary schedule, provided that employees whose basic rate of pay on June 30, 2007 exceeds the maximum step of their pay range shall receive a five percent (5%) increase and shall remain above the maximum rate of the salary range.
3. Employees not administratively assigned to the salary schedule shall receive a five percent (5%) pay increase.
4. For the period July 1, 2007 to June 30, 2008, employees who are eligible for step movements shall receive their step movements on the first day of the pay period immediately following the completion of the required amount of service.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2008:

1. The salary schedule in effect on June 30, 2008 shall be amended to reflect a four percent (4%) across-the-board increase.
2. Following B.1. above, employees shall be placed on the corresponding salary range and step of the July 1, 2008 salary schedule, provided that employees whose basic rate of pay on June 30, 2008 exceeds the maximum step of their pay range shall receive a four percent (4%) increase and shall remain above the maximum rate of the salary range.
3. Employees not administratively assigned to the salary schedule shall receive a five percent (5%) pay increase.
4. For the period July 1, 2008 to December 31, 2008, employees who are eligible for step movements shall receive their step movements on the first day of the pay period immediately following the completion of the required amount of service.

- C. Subject to the approval of the respective legislative bodies and effective January 1, 2009:
1. The salary schedule in effect on December 31, 2008 shall be amended to reflect two new steps on the salary schedule with modifications to Salary Range (SR) 21 and above.
 2. Following C.1. above, employees shall be placed on the corresponding salary range and step of the January 1, 2009 salary schedule. Employees shall then move to their appropriate step on the salary schedule in accordance with the following new step movement plan:
 - a. All employees at SR 18 B shall remain at that range and step until their positions are reallocated.
 - b. Step movements. All employees at SR 20 and above, shall move as follows:
 - i. Step B to Step C upon completion of three (3) or more months of satisfactory service with the employer to equal at least twelve (12) months of registered professional nurse experience, including the three (3) months with the employer; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.
 - ii. Step B to Step D upon completion of three (3) or more months of satisfactory service with the employer to equal at least eighteen (18) months of registered professional nurse experience, including the three (3) months with the employer; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.
 - iii. Step B to Step E upon completion of three (3) or more months of satisfactory service with the employer to equal at least twenty-four (24) months of registered professional nurse experience, including the three (3) months with the employer; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.
 - iv. Step C to Step D upon completion of the required months of satisfactory service with the employer to equal at least eighteen (18) months of registered professional nurse experience, including time with the employer; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.
 - v. Step C or Step D to Step E upon completion of the required months of satisfactory service with the employer to equal at least twenty-four (24) months of registered professional nurse experience, including time with

the employer; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.

- vi. Longevity (5 years). All employees with at least five (5) years of creditable service but less than ten (10) years of creditable service as a registered professional nurse with the employer, and who are on Step D or Step E, shall move to Step L-1 of their respective salary ranges.
 - vii. Longevity (10 years). All employees with at least ten (10) years of creditable service but less than fifteen (15) years of creditable service as a registered professional nurse with the employer, and who are on Step E or Step L-1, shall move to Step L-2 of their respective salary ranges.
 - viii. Longevity (15 years). All employees with at least fifteen (15) years of creditable service but less than twenty (20) years of creditable service as a registered professional nurse with the employer, and who are on Step L-1 or Step L-2, shall move to Step L-3 of their respective salary ranges.
 - ix. Longevity (20 years). All employees with at least twenty (20) years of creditable service as a registered professional nurse with the employer, and who are on Step L-1, Step L-2 or Step L-3, shall move to Step L-4 of their respective salary ranges.
- D. For purposes of step movements, satisfactory service is defined as receiving a satisfactory or meets expectations rating in the employees' performance evaluations made by the respective employer. Creditable service shall include service in all employer jurisdictions and incorporates all leaves of absences with pay and the following authorized leaves without pay (LWOP):
- a. LWOP to pursue a course of instruction relating to the employee's work;
 - b. LWOP to engage in research, relating to the employee's work;
 - c. LWOP to render service at the State Legislature;
 - d. LWOP to serve on loan by contract to other governments;
 - e. Sabbatical Leave;
 - f. Military Leave;
 - g. LWOP to recuperate from an injury for which weekly workers' compensation payments are made;
 - h. LWOP to work in an exempt position.

Shortage

[The following adjustment is applicable to employees including EMCP employees who are excluded from BUs 02, 03, 04, 09, and 13.]

Any existing Executive Order that covers compensation adjustments for employees who are receiving a shortage differential shall be rescinded and in its place, be addressed by provisions contained in a separate supplemental agreement.

Act 253 Compliance

[The following adjustment is applicable to employees who are excluded from BUs 1 and 10.]

The provisions of the MOA dated May 26, 2006 that was negotiated with the UPW for BUs 01 and 10 is also extended to excluded employees. This MOA restored the following rights and benefits that were provided pursuant to Hawai'i Administrative Rules and the Hawai'i Revised Statutes before they were repealed via Act 253, Session Laws of Hawai'i 2000:

1. Refers to HRS 78-12 for the compensation overpayment recovery, dispute, and reimbursement process.
2. Allows employees to use their accumulated sick or vacation leave to continue their regular compensation during the Workers' Compensation waiting period.
3. Allows employees receiving Workers' Compensation benefits to accumulated vacation in excess of the maximum.
4. A permanent civil service employee who returns to their permanent position after a promotion on a temporary appointment basis or who is released from a new probationary appointment following a promotion shall be compensated as though the employee remained in the permanent position continuously.
5. Upon return to the original classification of the employee's position after a temporary reallocation upward, the employee shall be compensated at the rate the employee would have received were it not for the temporary reallocation.
6. After return to the position in which an employee last held a permanent appointment, a permanent civil service employee who is demoted on a temporary appointment basis or who is released from a new probationary appointment following a demotion shall be compensated as though the employee had remained in the former position continuously.

Corrections to Executive Order No. 07-08

Wages

Page 26, D.1., should read:

- “1. Appointing authorities may grant Exempt Employees up to a one and fourteen one hundredth percent (1.14%) pay increase per month, provided that employees administratively assigned to a salary range shall be compensated on an official step rate.”

Page 30, A., should read:

"A. Effective July 1, 2007, the salary schedule in effect on June 30, 2007 is replaced with the July 1, 2007 salary schedule in Attachment F. The minimum rates and Within Range Progression (WIRP) rates are increased more than the four percent (4%) increases to the BU 04 and BU 13 salary schedules in order to catch up with the minimum rates and WIRP rates of other local jurisdictions. The maximum rates are increased by four percent (4%)."


The Director of Human Resources Development shall be responsible for the uniform administration of these adjustments and is authorized to make any interpretations concerning the applicability of these adjustments to State officers and employees of the State government executive branch who are excluded from collective bargaining.

DONE at the State Capitol, Honolulu,
State of Hawai'i, this 15th day of
August, 2007.



LINDA LINGLE
Governor of Hawai'i

APPROVED AS TO FORM:



MARK J. BENNETT
Attorney General